

FEDERAL EXPRESS  
14 July 1988

E. Michael Thomas, Esq.  
c/o Audrey Zucker, Esq.  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region I  
John F. Kennedy Building  
Boston, MA 02203

Re: BASF Corporation - Cannons De Minimus Settlement  
Agreement Docket No. 1-87-1094

Dear Ms. Zucker:

Pursuant to your instructions, enclosed please find the following executed documents relating to the Cannons Engineering Corporation Sites Administrative Order By Consent, Docket No. 1-87-1094:

- (1) Two original signature pages binding BASF Corporation to the terms of the Order;
- (2) An original executed allocation agreement regarding wastes allegedly generated by BASF Corporation Information Systems Division; and
- (3) An original executed allocation agreement regarding wastes allegedly generated by BASF Corporation Coatings & Inks Division (formerly Inmont Corporation).

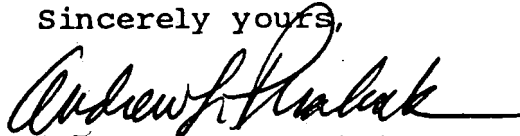
Your office has previously received the other allocation agreements relating to wastes allegedly generated by BASF Corporation Chemicals Division (formerly Wyandotte Corporation). Note that we have completed the signature page to include all BASF Divisions which have been identified as alleged generators of wastes which have been sent to Cannons, as we agreed yesterday, ensuring the release of each, as provided by the terms of the Consent Order, including paragraphs 14 and 15 thereof.



- 2 -

Thank you for your continued cooperation and sincere effort in resolving the outstanding issues in this matter. Please call me if you would like further information or my understanding of any of the above facts is incorrect.

Sincerely yours,



Andrew L. Praschak

ALP:dee

cc: David Jones, Esq. (Federal Express)  
Gregory Roscoe, Esq. (Federal Express)

**Cannons Engineering Case  
De Minimis Consent Order**


**SIGNATURE PAGE**

**SETTLING PARTY**

**Company or Entity:** BASF Corporation

**Settling on behalf of the following Settling Parties listed in  
Appendix A:**

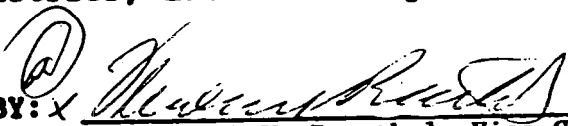
BASF Corporation and its subsidiaries and affiliates. BASF Corporation  
includes, but is not limited to BASF Corporation Chemicals Division  
(formerly Wyandotte Corporation); BASF Corporation Information Systems; and  
BASF Corporation Coatings & Inks Division (formerly Inmont Corporation).

By: X  Frederick W. Bernthal, Vice Chairman-Chief Financial & Administrative Officer **Title**

**Date:** July 14, 1988

\* \* \* \* \*

Pursuant to paragraph 14 herein, the Settling Party further agrees to pay the additional amounts set forth in Columns 5, 6 and 7 of Appendix E to this Consent Order, relating to shipments to the Recycling Industries, Inc. facility in Braintree, Massachusetts.

IT IS HEREBY AGREED BY: X  Frederick W. Bernthal, Vice Chairman- Chief Financial & Administrative Officer **Title**

\* \* \* \* \*

Pursuant to paragraph 14 herein, the Settling Party further agrees to pay the additional amounts set forth in Columns 5, 6 and 7 of Appendix F to this Consent Order, relating to shipments to the Franklin Pumping Service, Inc. facility in Plainville, Massachusetts.

**IT IS HEREBY AGREED BY:** not applicable **Title**

**Cannons Engineering Case  
De Minimis Consent Order**


**SIGNATURE PAGE**

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**Company or Entity:** BASF Corporation

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BASF Corporation Coatings & Inks Division (formerly Inmont Corporation).

**By:**  **Title**  
Frederick W. Bernthal, Vice Chairman-Chief Financial &  
Administrative Officer

**Date:** July 14, 1988

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and 7 of Appendix E to this Consent Order, relating to shipments  
to the Recycling Industries, Inc. facility in Braintree,  
Massachusetts.

**IT IS HEREBY AGREED BY:**  **Title**  
Frederick W. Bernthal, Vice Chairman-  
Chief Financial &  
Administrative Officer

\* \* \* \* \*

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and 7 of Appendix F to this Consent Order, relating to shipments  
to the Franklin Pumping Service, Inc. facility in Plainville,  
Massachusetts.

**IT IS HEREBY AGREED BY:** not applicable **Title**

\*\*\*\*\*

ALLOCATION AND RELEASE AGREEMENT CONCERNING WASTE VOLUMES LISTED AS  
JOINT VOLUMES IN THE VOLUMETRIC RANKED LISTS FOR THE CANNONS  
ENGINEERING SUPERFUND CASE

\*\*\*\*\*

We, the signatories to this Agreement,

BASF Corporation and its subsidiaries and affiliates. BASF  
Corporation includes but is not limited to BASF Corporation  
Information Systems and BASF Corporation Coatings and Inks  
Division (formerly Inmont Corporation)  
First Signatory (as listed in ranked lists)

Recycling Industries, Inc.  
Second Signatory (as listed in ranked lists)

Interex Corporation  
Third Signatory (as listed in ranked lists)

hereby agree that waste volume listed in Attachment A as a volume  
assessable jointly to E.C. Whitney and us shall henceforth be  
allocated among or between us, in future versions of the Cannons  
Engineering Case Volumetric Ranked Lists, according to the following  
percentages:

AS BETWEEN FIRST AND SECOND SIGNATORIES--

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 0%

JOINT VOLUME ALLOCATED TO SECOND SIGNATORY (in %): 100%

AS BETWEEN FIRST AND THIRD SIGNATORIES--

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 0%

JOINT VOLUME ALLOCATED TO THIRD SIGNATORY (in %): 100%

Representations of the parties signatory hereto are solely for the  
limited purpose of establishing an allocation of jointly assessed  
volumes between or among them for inclusion in the revised Volumetric  
Ranked Lists for the Cannons Engineering Corporation (CEC) sites.  
Such representations in no way constitute an admission by any  
signatory party that it transported, caused or arranged for the  
transportation of, or generated any of the hazardous or nonhazardous  
substances or wastes which went to any of the CEC sites. The parties  
signatory hereto expressly reserve all rights they may have to oppose  
or to defend against any action or claim brought by the EPA or any  
other party with respect to the CEC sites.

*Byj*

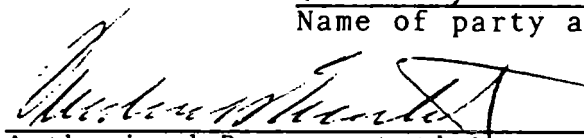
The parties signatory agree that in and as consideration for this Agreement, and in full satisfaction of its obligations for the volume allocated hereunder, BASF Corp. shall pay to EPA (or its designee), on behalf of Interex Corp. and Recycling Industries, Inc., \$244,141 and \$1,219.00, respectively, which sums are intended by the parties signatory to be credited by EPA against the cash payments due from Interex Corp. and Recycling Industries, Inc. under paragraph 6 ("Settling Parties' Responsibilities at Nashua Site") of the contemplated consent decree with EPA. BASF Corp. shall make these payments at or before the date set forth in the final consent decree for such payments to be made by Interex Corp. and Recycling Industries, Inc.

The parties signatory further agree that in and as further consideration for this Agreement, each party signatory and its successors and assigns hereby release and discharge the other party signatory and its successors and assigns from any and all claims, demands, and causes of action of any kind or nature, at law or in equity, relating to the Cannons Engineering Case ("Claims") that they have or hereafter may have respecting the volume allocated under this Agreement. The parties signatory acknowledge and agree that this Agreement is intended to effect a complete settlement of all Claims between and among themselves respecting the volume allocated under this Agreement. This release is not intended to release any Claims that either party signatory may have against any person not a party to this Agreement (other than successors or assigns of a party signatory), which claims each party signatory expressly reserves.

NOW THEREFORE, THE FOREGOING IS HEREBY AGREED.

FIRST SIGNATORY: BASF Corporation and its subsidiaries and affiliates. BASF Corporation includes but is not limited to BASF Corporation Information Systems and BASF Corporation Coatings and Inks Division (formerly Inmont Corporation)

Name of party as listed in ranked lists

By:  Vice Chairman -  
Chief Financial & Administrative Officer

Authorized Representative

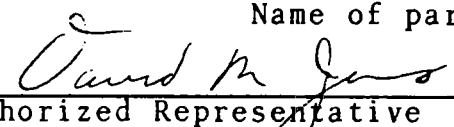
Title

Frederick W. Bernthal


Date: July 13, 1988

SECOND SIGNATORY: Recycling Industries, Inc.

Name of party as listed in ranked lists

By:  Authorized Agent  
Authorized Representative Title

Date: July 6, 1988



THIRD SIGNATORY: Interex Corporation  
Name of party as listed in ranked lists

By: David M. Inso Authorized Agent  
Authorized Representative Title

Date: July 6, 1988

*eng*

ATTACHMENT A

BASF/E.C. WHITNEY VOLUME

	<u>Bridgewater Window</u>	<u>Plymouth Window</u>	<u>Londonderry Window</u>	<u>Nashua Window</u>
Interex Corp.	84,219	84,219	48,902	5,442g (adjusted by EPA factor)
Recycling Industries, Inc.	1,650	1,650		

*Onj*



\*\*\*\*\*

ALLOCATION AND RELEASE AGREEMENT CONCERNING WASTE VOLUMES LISTED AS  
JOINT VOLUMES IN THE VOLUMETRIC RANKED LISTS FOR THE CANNONS  
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First Signatory (as listed in ranked lists)

Recycling Industries, Inc.  
Second Signatory (as listed in ranked lists)

Interex Corporation  
Third Signatory (as listed in ranked lists)

hereby agree that waste volume listed in Attachment A as a volume  
assessable jointly to Inmont Corporation and us shall henceforth be  
allocated among or between us, in future versions of the Cannons  
Engineering Case Volumetric Ranked Lists, according to the following  
percentages:

AS BETWEEN FIRST AND SECOND SIGNATORIES--

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 0%

JOINT VOLUME ALLOCATED TO SECOND SIGNATORY (in %): 100%

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JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 0%

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limited purpose of establishing an allocation of jointly assessed  
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Ranked Lists for the Cannons Engineering Corporation (CEC) sites.  
Such representations in no way constitute an admission by any  
signatory party that it transported, caused or arranged for the  
transportation of, or generated any of the hazardous or nonhazardous  
substances or wastes which went to any of the CEC sites. The parties  
signatory hereto expressly reserve all rights they may have to oppose  
or to defend against any action or claim brought by the EPA or any  
other party with respect to the CEC sites.

*Amj*


The parties signatory agree that in and as consideration for this Agreement, and in full satisfaction of its obligations for the volume allocated hereunder, BASF Corp. shall pay to EPA (or its designee), on behalf of Interex Corp. and Recycling Industries, Inc., \$250.00 and \$1,706.00, respectively, which sums are intended by the parties signatory to be credited by EPA against the cash payments due from Interex Corp. and Recycling Industries, Inc. under paragraph 6 ("Settling Parties' Responsibilities at Nashua Site") of the contemplated consent decree with EPA. BASF Corp. shall make these payments at or before the date set forth in the final consent decree for such payments to be made by Interex Corp. and Recycling Industries, Inc.

The parties signatory further agree that in and as further consideration for this Agreement, each party signatory and its successors and assigns hereby release and discharge the other party signatory and its successors and assigns from any and all claims, demands, and causes of action of any kind or nature, at law or in equity, relating to the Cannons Engineering Case ("Claims") that they have or hereafter may have respecting the volume allocated under this Agreement. The parties signatory acknowledge and agree that this Agreement is intended to effect a complete settlement of all Claims between and among themselves respecting the volume allocated under this Agreement. This release is not intended to release any Claims that either party signatory may have against any person not a party to this Agreement (other than successors or assigns of a party signatory), which claims each party signatory expressly reserves.

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Name of party as listed in ranked lists

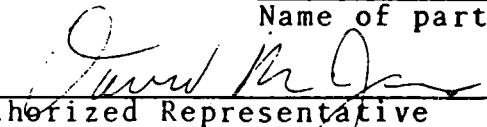
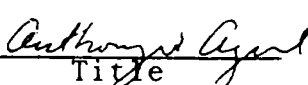
By:  Vice Chairman -  
Chief Financial & Administrative Officer  
Authorized Representative Title

Frederick W. Bernthal

Date: July 13, 1988

SECOND SIGNATORY: Recycling Industries, Inc.

Name of party as listed in ranked lists

By:    
Authorized Representative Title

Date: July 5, 1988



THIRD SIGNATORY: Interex Corporation  
Name of party as listed in ranked lists

By: David L. Green Authorized Agent  
Authorized Representative Title

Date: July 5, 1988

*Dr*

ATTACHMENT A

BASF (INMONT CORP.) VOLUME

	<u>Bridgewater Window</u>	<u>Plymouth Window</u>	<u>Londonderry Window</u>	<u>Nashua Window</u>
Interex Corp.	107g	107g	107g	0 (adjusted by EPA factor)
Recycling Industries, Inc.	1,527g	1,527g	298g	5g

U.S. ENVIRONMENTAL PROTECTION AGENCY  
Region I

PRP ACTION MEMO

Date: 5/17/88

PRP Facility Name: BASF

Counsel/Contact: Andy Proschke

-Phone: 201 397 4561

-Address:

Summary of Issue:

- Deadline for signing de mini consent order is passed,  
have verbal extension, what will EPA do?
- PM - May delay for later de mini need to examine ECW's  
basis for allocation, may result in App or reallocation.
- AP - will send copy of ECW's letter

Action Recommended:

Review ECW's submittal to Techlaw.  
Decide on action

Audrey called - TL will  
review, send documents  
by Fri

Park

Urgent: Y Y N